

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT
NO.1 TOWNSHIP OF MONROE**

AND

**LOCAL 3170, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MARCH 1, 2006 THROUGH DECEMBER 31, 2009

TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	1
ARTICLE II - MANAGEMENT RIGHTS.....	2
ARTICLE II (A) - DUTIES AND RESPONSIBILITIES OF FIREFIGHTERS.....	3a.
ARTICLE 111 - ASSOCIATION RIGHTS & RESPONSIBILITIES.....	4
ARTICLE IV - MAINTENANCE OF WORK OPERATIONS.....	6
ARTICLE V - SEPARATION, TERMINATION & RETIREMENT.....	7
ARTICLE VI - SALARY/LONGEVITY.....	9
ARTICLE VII - HOURS OF WORK & OVERTIME.....	12
ARTICLE VIII - VACATIONS.....	13
ARTICLE IX - SICK LEAVE.....	14
ARTICLE X - FUNERAL LEAVE.....	20
ARTICLE XI - EXCHANGE OF HOURS OF DUTY.....	21
ARTICLE XII - INSURANCE.....	22
ARTICLE XII - HOLIDAYS.....	23
ARTICLE XIV - INJURY LEAVE.....	24
ARTICLE XV - MILITARY LEAVE.....	25
ARTICLE XVI - LEAVE OF ABSENCE WITHOUT PAY.....	26
ARTICLE XVII - DISCRIMINATION AND COERCION.....	27
ARTICLE XVIII - PROBATIONARY PERIOD.....	28
ARTICLE XIX - SEPARABILITY & SAVINGS.....	29
ARTICLE XX - STATION UNIFORMS & TURNOUT GEAR.....	30
ARTICLE XXI - ACCESS TO THE BOARD OF FIRE COMM.....	31
ARTICLE XXII - LIMITATIONS.....	32
ARTICLE XXIII - PHYSICALS.....	33
ARTICLE XXIV - FIREFIGHTER IN CHARGE.....	34
ARTICLE XXV - OUTSIDE EMPLOYMENT.....	35
ARTICLE XXVI - PERSONAL DAYS.....	36
ARTICLE XXVII - GRIEVANCE PROCEDURES.....	37
ARTICLE XXVIII - UNION DUES DEDUCTION.....	41
ARTICLE XXIX - TUITION REIMBURSEMENT.....	43
ARTICLE XXX - FAMILY LEAVE ACT.....	44
ARTICLE XXXI - IN SERVICE TRAINING.....	45
ARTICLE XXXII - PERSONNEL FILES.....	46
ARTICLE XXXIII - PENSION.....	47
ARTICLE XXXIV - SENIORITY & ANNIVERSARY DATE.....	48
ARTICLE XXXV - DISCIPLINE.....	49
ARTICLE XXXVI - TRAVEL EXPENSES.....	50
ARTICLE XXXVII - JOB POSTING.....	51
ARTICLE XXXVIII - BULLETIN BOARDS.....	52
ARTICLE XXXIX - MAINTENANCE OF BENEFITS.....	53
ARTICLE XL - JURY DUTY.....	54
ARTICLE XLI - PROMOTIONS.....	55
ARTICLE XLII - FULLY BARGAINED AGREEMENT.....	56
ARTICLE XLII - MISCELLANEOUS LEAVES.....	57
ARTICLE XLVI - DURATION, TERM & RENEWAL.....	58

ARTICLE I
RECOGNITION

- A. This agreement made this _____ day of _____, 2006, by and between the Board of Fire Commissioners of Fire District No.1 Township of Monroe, hereinafter referred to as the "Board", and Local 3170 of the International Association of Fire Fighters (IAFF) A.F.L.-C.I.O.,C.L.C. Monroe Township Uniformed Fire Fighters Association, hereinafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the Board and the Union.
- B. The Board recognizes the Union as the sole and exclusive bargaining agent, representing all full time uniformed firefighters employed by the Board regarding the terms and conditions of employment as per docket No. RO-91-115.

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting:

1. The executive management and administrative control of the Fire Department its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules of procedure and conduct, to use improved methods and equipment, qualifications for employment and promotions, to determine work schedules and shifts, as well as duties (i.e., job descriptions), to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and /or the effective operation of the Department after advance notice of twenty days thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law, and subject to the grievance procedure.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive, so long as such lack of work or funds is bona fide.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commissioners, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer rights, responsibilities and authority under R.S. 40A:l-l et. seq. or any national or state regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Commissioners on behalf of the taxpayers and that the Commissioners cannot bargain away or eliminate any of its managerial rights.

E. Temporary Employees

In the absence of permanent employees, the Board reserves the right to hire temporary employees to do such work normally performed by permanent employees.

ARTICLE II (A.)

DUTIES AND RESPONSIBILITIES OF FIREFIGHTERS

I. The following specification of duties and responsibilities of firefighters is not all inclusive. The duties and responsibilities specified below are intended to provide guidance and a general overview of the job expectations of firefighters employed by the Board of Fire Commissioners of Fire District No.1 Monroe Township. Duties and assignments may vary as circumstances demand and Management reserves unto itself the right to assign tasks and responsibilities as the need may arise.

A. Under the direction of the Fire Chief, Deputy Chief, Assistant Chief, Captain or Superior Officer or Supervisor as may be appointed by the Board, Firefighters shall be required to answer fire alarms and assist in extinguishing fires; drive or ride in such apparatus as is supplied by the Board to a location where response is needed and provide such assistance as is required to extinguish fires, protect persons and property threatened by fire or other emergency situations. When not so engaged, Firefighters are required to perform all necessary tasks involved in the cleaning and maintenance of fire equipment and apparatus; maintenance of the fire station and all equipment located therein and to perform such other routine tasks as may arise from time to time attendant upon their duties as Firefighters.

B. Subject to the direction of the Board or a Superior Officer or Supervisor, Firefighters shall be responsible for the following tasks:

1. Begin shifts by attending daily roll call and briefing and by placing gear in appropriate locations in order to expedite response capabilities.

2. Forced entry to grounds, buildings, elevators, damaged vehicles and various entrapments using hand or power tools, ropes or ladders, in order to reach the scene of emergency to rescue or free victims.

3. Perform rescue operations as required including carrying victims from dangerous areas in order to prevent injury or death.

4. Assist victims at emergency scenes by administering First Aid and/or CPR whenever EMT treatment is not immediately available, in order to reduce pain, prevent infection, prevent further injury or illness, reduce shock or restore breathing and circulation.

3a.

5. Loading equipment on vehicles, using knowledge of Fire Department procedures, in order to facilitate location and removal when needed.

6. Selects best route to scene of emergency using knowledge of routes of other responding apparatus and knowledge of streets and roads and obstructions so as to minimize delay in initiating fire fighting procedures.

7. Operates apparatus and equipment according to Departmental and governmental regulations , using knowledge of operating specific vehicles and their handling characteristics and knowledge of vehicle clearances in order to reach scene of emergency quickly and safely.

8. Maneuvers apparatus at fire scenes, by selecting optimal firefighting positions, and using knowledge of hydrant locations and capacities, in order to maximize firefighting capabilities.

9. Maintains radio communications with emergency personnel by listening to and interpreting messages and relating information in order ot facilitate emergency operations of all natures and types.

10. Assists police and other emergency service units and personnel at all emergency scenes as the need may arise.

11. Carries tools, hose, equipment, lays hose and connects hose to hydrants, standpipes, intake and discharge valves, using hydrant wrench or spanner wrench in order to deliver water from one point to another.

12. Ventilates burning structures using hand or power tools, charged hose or ventilation fans in order to remove heat, smoke and noxious fumes.

13. Follows pump operation safety procedures in order to protect personnel and equipment by locking engine in pump gear, chocking wheels, setting relief valve, monitoring tachometer, monitoring intake gauge and water pressure in all discharge lines.

14. Drafts water from a static source when water mains are unavailable or inadequate in order to supply discharge lines by laying and coupling hard suction hoses, priming pumps, and operating pump panels according to standard operating procedures.

15. Performs troubleshooting operations in order to maintain adequate water supply by replacing or making temporary repairs to damaged hose, hooking to an alternate hydrant or requesting a feed line from another company or attaching and supplying additional discharge lines.

16. Climbs and operates from all ladders belonging to the fire department, without debilitating fear of height, using proper techniques for climbing, dismounting and attaching safety equipment, and maintaining balance on ladder in order to effect rescue and to deliver equipment or water to fire scene.

17. Operates master stream appliances or deluge gun, in order to deliver largest possible water volume/

18. Operates portable generating equipment in order to provide electrical power, when needed, using knowledge of operating procedures for that equipment.

19. Promotes personal safety by wearing protective gear in order to maintain firefighting capabilities.

20. Protects other firefighters by removing or reinforcing weakened structural members or parts in order to prevent injury.

21. Maintains daily log of all fire station activities by recording information such as time and nature of alarms, units responding, arrival and departure times and names of visitors, time and nature of phone calls etc.

22. Promotes community fire prevention and safety awareness by conducting and participating in educational activities, parades, demonstrations and community events.

23. Maintains fire station and grounds by performing typical household chores and maintenance activities in order to provide a generally pleasant and sanitary living and working environment.

24. Performs any and all duties normally required of an interior structural firefighter. including but, not limited to entering burning structures, using SCBA equipment, performing rescue operations, coordinating firefighting and rescue operations with other agencies be they state, local or federal.

25. Maintains air packs and all SCBA equipment and apparatus; performs necessary service and maintenance operations on fire trucks and vehicles owned and operated by the District. Performs minor maintenance on fire department apparatus, equipment and station facilities and maintains all fire department equipment in a constant state of readiness.

26. Trains or drills for proficiency on the use of firefighting apparatus and equipment and attends courses, seminars, and training lectures as directed.

27. Fully cooperates with the members of the Volunteer Fire Company to promote harmony, efficiency and public safety and to insure the effective delivery of fire protection and emergency response services.

28. Obtains and keeps current a Commercial Driver's License (C.D.L.) as defined in N.J.S.A. 39:3-10.9 et.seq. the " New Jersey Commercial Driver's License Act " and all Administrative Rules and Regulations enacted thereunder.

ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Duly authorized representatives of the association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.

B. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the condition set forth in this article shall be subject to the mission of the Board.

C. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or its designee, shall be permitted to visit any fire facility within Monroe Township Fire District No.1 for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Board or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.

D. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.

E. Up to two (2) authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this District. Upon the request of the Association President and with the Board or Board's designee approval, such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

F. Upon the request of the Association President, on duty employees may with prior approval be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Board. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises. Such request shall include the reason for the request. The request must be made as soon as reasonably possible but no later than twenty-four (24) hours in advance, which may be waived in the District's discretion if necessary circumstances compel this.

G. In addition to the foregoing the union president or the shop steward may be allowed reasonable on duty time for the purpose of attending to contract administration, grievance processing or other union business on an as needed basis with the prior approval of the Captain or the appropriate Board designee. The member requesting relief must make application to the employer or his designee as soon as reasonably possible. Such request will not be unreasonably denied. Such request will include the reason for it

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the employer. The union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all activity by any Union member shall entitle the Employer to invoke reasonable disciplinary action up to and including discharge.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned. The Union also agrees that it will make every reasonable effort to stop its members from supporting and/or participating in any such activity of employees of the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

ARTICLE V

SEPARATION, TERMINATION AND RETIREMENT

A. Separation.

1. Employees who resign will tender their resignation in writing to the Board, at least two (2) weeks before the effective date of the resignation to provide enough time for processing necessary forms. Strictly at management discretion, the two week notice may be waived.

2. All employees will, when leaving the service of the Board, complete and sign the "Termination Receipt" when receiving their final compensation. The receipt will be filed in the employees Personal History File as evidence of the satisfaction of all claims against the Board. All gear, keys, property and documents of the Board shall be delivered to the Board before receipt of final compensation.

3. Any employee resigning and not giving at least two (2) weeks notice in writing before the effective date of resignation, shall be considered "Resigning not in good standing" and shall forfeit any earned compensatory time-off.

4. The Board may refuse to accept the resignation of any employee against whom any charges are pending.

5. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

B. Retirement.

1. Employees may apply for retirement as provided for by the State Law.
2. Employees requesting retirement must submit to the Board in writing a statement containing retirement intent and date on which retirement will be effective. The written request must be turned into the Board six (6) months before the effective date of retirement in order to provide enough time for processing the necessary forms.
3. Upon receiving a written statement of retirement from an employee, the Board will process the request of the employee.
4. To the extent provided by law, at the request of the employee and with District consent, an employee may be allowed to waive the six (6) month rule and/or withdraw notification of intent to retire. Each case will be decided in its own merit.

ARTICLE VI
SALARY/LONGEVITY

A. Salaries:

1. Salaries in this article reflect annual percentage increases for all covered years, i.e. 2006, 2007, 2008 and 2009. Effective March 1, 2006 annual salaries shall be increased by 4%. On January 1, 2007 annual salaries shall be increased by 4.5%. On January 1, 2008 annual salaries shall be increased by 5%. On January 1, 2009 annual salaries shall be increased by 5.5%. The following specified salary scale is hereby established for all covered employees:

2006:

Step 1.	\$34,383.00
Step 2.	\$37,109.00
Step 3.	\$39, 274.00
Step 4.	\$41,438.00
Step 5.	\$43,600.00
Step 6.	\$45,765.00
Step 7.	\$47,930.00
Step 8.	\$50,093.00

2007:

Step 1.	\$35,931.00
Step 2.	\$38,799.00
Step 3.	\$41,041.00
Step 4.	\$43,302.00
Step 5.	\$45,564.00
Step 6.	\$47,825.00
Step 7.	\$50,087.00
Step 8.	\$52,347.00

2008:

Step 1.	\$37,728.00
Step 2.	\$40,718.00
Step 3.	\$43,093.00
Step 4.	\$45,468.00
Step 5.	\$47,842.00
Step 6.	\$50,216.00
Step 7.	\$52,592.00
Step 8.	\$54,964.00

2009:

Step 1.	\$39,803.00
Step 2.	\$42,957.00
Step 3.	\$45,463.00
Step 4.	\$47,968.00
Step 5.	\$50,474.00
Step 6.	\$52,977.00
Step 7.	\$55,484.00
Step 8.	\$57,987.00

2. Advancement in step will be conditioned upon each employee requesting advancement receiving a Satisfactory job performance evaluation by the Board or its designee. Unsatisfactory job evaluations shall be subject to the grievance/arbitration procedures set forth herein.

3. Newly hired employees will be placed at Step 1 and will advance one step per annum on the anniversary/hire date of that employee, provided that the employee receives a Satisfactory performance evaluation.

B. Longevity:

1. Upon the completion of the below specified number of years of service, each qualifying employee shall receive, once each year, the following bonus in addition to the base salary specified in Section A. above:

Completion of 5 years	2%
Completion of 10 years	3%
Completion of 15 years	4%
Completion of 20 years	5%

C. Acting Officer Stipend:

1. A firefighter who serves as the "Acting Officer " at the request or assignment of the Board during any employment shift shall receive an Acting Officer's Stipend of \$5.00 per hour above and in addition to said firefighter's regular hourly wages. The assignment of Acting Officer status is vested solely with the Board of Fire Commissioners and is a management prerogative.

ARTICLE VII

HOURS OF WORK AND OVERTIME

A. The shift schedule mandated by the Board will run from Monday through Friday each week and is intended to insure that the fire station is manned eight and one half (8.5) hours per day, five (5) days per week. The Board and Union agree that overtime shall be triggered by an employee working in excess of forty two and one half (42.5) hours in any week. Full time paid employees shall not be paid overtime until said employee shall have worked the hours specified above, i.e. 42.5 hours in any given week.

B. Overtime will be paid in accordance with the provisions of the Fair Labor Standards Act (FLSA) provisions governing public agencies engaged in fire protection. Overtime will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Board. Overtime will be calculated in thirty (30) minute increments for sixteen (16) minutes or more.

C. When employees are recalled to duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate of pay, so long as the recall is not contiguous with the employee's regularly scheduled duty tour.

D. The Board reserves to itself the right to assign extra duty time based upon reverse seniority. The Board will make reasonable efforts to excuse or accommodate employees who have conflicting personal commitments.

E. When an employee is required to attend any drills, specialized training and/or required classes after that employee's regular tour of duty, the employee shall be entitled to a minimum of two (2) hours of overtime compensation at the employee's rate of overtime compensation.

F. Lunch must be taken on the premises. Lunch may be taken within the Fire District provided that all on duty firefighters are together and with the first run engine out. If an alarm is received during the lunch break, the employee shall immediately respond to the alarm.

ARTICLE VIII

VACATIONS

A. Employees shall receive vacations in each calendar year of employment according to the following schedule:

1. First year of employment, one (1) day for every two (2) months service not to exceed, however, five (5) days during the first year of employment.
2. After first year, through the fifth year, ten (10) days per annum.
3. Sixth year through thirteenth year of employment fifteen (15) days per annum.
4. Thirteenth year through nineteenth years, twenty (20) days per annum.
5. Twentieth year until end of service, twenty three (23) days per annum.

B. The employee's anniversary date shall be March 1 of each year for purposes of this section. Vacation time will be calculated on the employee's anniversary date.

C. All vacations shall be scheduled in advance and must be approved by the Board so as to avoid scheduling problems. In scheduling vacation times, seniority shall prevail. The Board reserves to itself the right to stagger vacation schedules to insure that adequate coverage is provided to the District.

D. All vacations must be used in the current year and cannot be accumulated without the approval of the Board, which approval must be reduced to writing.

E. An employee who terminates employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis up to the time of termination.

F. If vacation time is not used by the end of the year, the employee may carry over a maximum of five (5) vacation days and/or will receive the remaining days, not to exceed a total of ten (10) days in a lump sum check paid by the first pay period in January at the employee's regular hourly rate of compensation for the year that the vacation time accrued and was not used.

ARTICLE IX
SICK LEAVE
INJURY/DISABILITY LEAVE

A. Sick leave is hereby defined as an absence from duty by an employee due to illness, accident, exposure to contagious disease or attendance on a member of the employee's immediate family who is seriously ill and requires the care of such employee.

B. If an employee is absent from work due to a health problem that entitles said employee to utilize sick leave, the employee shall notify the Board, or its designee, as early as possible, but in no case later than one (1) hour prior to the start of a shift.

1. Failure to comply with the notice requirements of this provision may, in the sole discretion of the Board, constitute good cause for disciplinary action.

2. Employees shall be required to furnish a physician's certificate to substantiate a request for approval of sick leave when sick leave exceeds two (2) consecutive working days. An employee who is absent from work for two (2) or more consecutive days and fails to notify the Board shall be subject to dismissal.

3. The Board may, in its discretion, require the employee to submit acceptable medical evidence of proof of illness and may require an employee to be examined by a physician designated and compensated by the Board, as a condition of the employee's continuation of sick leave or return to work.

4. Sick leave may not be used for ordinary dental care appointments nor for any other professional services that may be normally scheduled within the employee's regular off-time.

5. An employee who has exhausted his/her accumulated sick leave, may with the approval of the Board, charge additional time to his/her remaining vacation or personal time.

6. In charging an employee with sick leave, the smallest unit to be considered is one half (1/2) of a working day.

C. Employees shall receive twelve (12) days sick leave per annum. Sick leave may be accumulated from year to year up to a maximum, however, of ninety (90) days. Upon termination of employment, the employee shall be compensated for accumulated unused sick leave at the employee's regular rate of pay. The maximum pay out for accumulated unused sick leave, however, shall be limited to \$15,000.00.

1. Accumulated sick leave will be paid upon retirement with twenty (20) years of service with the Board, or upon the death of the employee. Payment shall be at the employee's regular rate of pay for each accumulated sick hour up to a maximum of 1,120 hours or \$15,000.00, whichever is less. In the event of the employee's death, payment shall be made to the employee's estate.

2. In the event that an employee is eligible to receive insurance compensation, state or federal disability payments, including Social Security, sick leave will be reduced to a rate such that the combination of sick leave pay, insurance compensation and disability payments equal the employee's normal rate of compensation until sick leave is exhausted. As a prerequisite to receiving any benefits pursuant to this Article, an employee will be required to apply for state or federal disability benefits, including Social Security, and to furnish proof of such application to the Board along with proof or denial of such benefits.

D. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his/her regularly assigned duties, then, in addition to any sick leave benefits to which the employee may be entitled pursuant to this Article, the employee may be, in the sole discretion of the Board, entitled to receive full pay for a maximum period of six (6) months.

1. In the event an employee is granted said injury/disability leave, the Board's sole obligation shall be to pay the employee the difference between the employee's regular pay and any compensation, disability payments, or payments of any nature whatsoever received from other sources provided by the Board. At the employee's option, the employee shall either surrender and deliver to the Board any compensation, disability payments or other benefits and receive from the Board the employee's entire salary payment, or in the alternative, the employee may retain the compensation, disability payments or other benefits and receive from the Board only the difference of pay.

2. When an employee requests injury/disability leave pursuant to this Article, the employee shall be placed on "conditional injury/disability leave" until a determination is made as to whether or not the injury or illness is work related and the employee is entitled to injury/disability leave. This determination shall be made by the Board's Worker's Compensation insurance carrier, with the final determination, if necessary, to be made by the Worker's Compensation Court.

a. If the injury or illness is not work related and it is determined that the employee is not entitled to worker's compensation benefits, the employee shall be denied injury/disability leave and shall have all time off charged against his/her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have sufficient accumulated time off, then the employee may be advanced sick time at the sole discretion of the Board. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such time.

b. Any employee who sustains any work related injury, whether minor or serious, must submit an injury report to the Board prior to the end of the employee's shift, or if that is not possible, as soon thereafter as is practical. Failure to report a work related injury may result in the employee being denied compensation under this Article.

c. The employee shall be required to present evidence, by a certificate of a physician designated by the insurance carrier, that the employee is unable to work. The Board may require additional periodic medical examinations and submission of certificates from examining physicians during the course of the injury/ disability leave.

d. Should the Board not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its sole cost and expense, to require the employee to obtain a physical examination and certification of fitness from a physician of its choosing.

e. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. In that event, the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The costs of the third physician shall be borne equally by the Board and the employee. The determination of the third physician shall be final and binding upon both parties. In the event the third physician also certifies the employee fit to return to duty, injury/disability leave benefits granted pursuant to this Article shall be terminated.

Pages 18 & 19
Intentionally Omitted

ARTICLE X

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only spouse, child, father, mother, step-father, step-mother, grandparent, brother, sister, father-in-law, or mother-in-law, grandchild, son-in-law, daughter-in-law, step-brother, step-sister.

C. The employee shall be granted one day's time off to observe the funeral of a designated favorite aunt or uncle. Further deaths must be established by certificate.

D. Reasonable verification of the event may be required by the Commissioner.

E. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

F. An employee may make a request of the Commissioner or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE XI
EXCHANGE OF HOURS OF DUTY

- A. An employee can request exchange of hours of duty. The request must be made to the Chairman of the Board or his designee. Such request shall not be unreasonably denied.
- B. Exchange of hours between employees cannot result in or be grounds for overtime.

ARTICLE XII

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as substantially similar level of benefits are provided.

B. 1. Because of change of insurance coverage by the Township for its employees, which both parties have agreed heretofore will continue to provide the health insurance for employees of the Fire District as well, the major medical and/or hospitalization coverage will change from a self-insurance plan to Blue Cross and Blue Shield. The Union hereby agrees not to contest this change of carrier or any resultant change of coverage levels in any form including but not limited to, changes in co-pay or deductibles or maximum benefits, and agrees to such coverage as provided by the Township with respect to medical, prescription, vision, dental and life insurance.

2. The Union and the District agree to be bound by any subsequent modifications in the insurance coverage provided by the Township to its employees.

C. Retirees have the option of continuing insurance coverage by paying the Board the amount of the premium required to continue coverage. It is understood the Board will provide this benefit contingent upon the insurance carrier permitting same.

ARTICLE XIII

HOLIDAYS

A. The Board hereby designates the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Two (2) Floating Holidays

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. Any employee who is on paid or unpaid leave of absence excluding Worker's Compensation shall not be eligible for paid holidays which fall during the employee's leave of absence.

E. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday nor for the day of unauthorized absence, and the unauthorized absence shall result in charges and possible disciplinary action including possible termination of employment.

ARTICLE XIV

(INTENTIONALLY OMITTED)

ARTICLE XV
MILITARY LEAVE

A. Military leave shall be granted and administered in accordance with all applicable Federal and State statutes, laws, rules and regulations.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed three (3) months with thirty (30) day extension thereafter, not to exceed a total aggregate of six (6) months by submitting in writing all facts bearing on the request, including the reason for the request, to his/her supervisor, who will append his recommendations and forward request to Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

B. Employees requesting a leave of absence must submit a written request at least three weeks prior to the effective date of the leave. The request must include the start and end dates of the leave as well as the reason for the leave.

C. During a leave of absence, the Board will not be responsible to provide the employee with benefits provided within ARTICLE XII (INSURANCE). However, if the employee wishes that coverage is extended to him during that leave, the Board will maintain the employee on group coverage, but the cost must be paid by the employee prior to the Board being billed, and provided same is permitted by the Board's insurance carrier or administrator.

ARTICLE XVII

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or activity or non-activity in the Union.

ARTICLE XVIII

PROBATIONARY PERIOD

A. All employees promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of promotion. During this probationary period the Employer reserves the right to demote the employee to previous rank.

B. All employees hired during the term of Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period the Employer reserves the right to dismiss the employee.

ARTICLE XIX
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other applications shall continue in full force and effect.

ARTICLE XX
STATION UNIFORMS AND TURNOUT GEAR

A. The Board shall furnish all employees with station uniforms and turnout gear in accordance with Appendix A annexed hereto.

B. The Board shall replace all damaged or worn out uniforms and turn-out gear and supply appropriate gear to promoted employee's in accordance with Appendix B annexed hereto.

C. All career uniforms, turnout gear etc. will not bear the word "Volunteer" . All current uniforms, turnout gear etc. will be changed or replaced to comply with this provision at the Board's expense.

Appendix "A"

Firefighter Uniform Standard

Class A: Dress Firefighter Uniform

- (1) Double Breasted Dress Uniform, Navy Blue
- (1) Long Sleeve Dac/Cotton Shirt, Light Blue
- (1) Short Sleeve Dac/Cotton Shirt, Light Blue
- (1) Bell Hat, Navy Blue, Black Band (Silver Band for Officer)
- (1) Pair Uniform Shoes
- (1) Black Uniform Belt
- (1) Black Tie w/Silver Clip
- (1) Hat Badge, Silver
- (1) Pair White Gloves
- (1) Funeral Badge Covering

Class B: Station Uniform

- (5) Nomex Pants, Navy Blue
- (5) Nomex Short Sleeve Shirt, Navy Blue, Embroidered Name & FD on Lapel, Silver
- (5) Nomex Long Sleeve Shirt, Navy Blue, Embroidered Name & FD on Lapel, Silver
- (5) Department T-Shirts, Navy Blue
- (1) Department Job Shirt, Navy Blue, Embroidered Name & FD on Lapel, Silver
- (1) Heavyweight Uniform Coat
- (2) District Badges (Firefighter or Officer), Silver
- (1) Uniform Belt
- (1) Pair Uniform Boots

Class C: Structural Firefighting Gear

- (1) Structural Firefighting Coat/Pants
- (1) Structural Firefighting Helmet
- (1) Structural Firefighting Gloves
- (1) Structural Firefighting Boots
- (1) Nomex Hood
- (1) 25' Nylon Strap w/Caribiner
- (2) Accountability Tags
- (1) Set Spare Gear

Appendix "B"

Firefighter Uniform Replacement Standard (shall be replaced on an as needed basis)

Class A: Dress Firefighter Uniform

- (1) Double Breasted Dress Uniform, Navy Blue
- (1) Long Sleeve Dac/Cotton Shirt, Light Blue
- (1) Short Sleeve Dac/Cotton Shirt, Light Blue
- (1) Bell Hat, Navy Blue, Black Band (Silver Band for Officer)
- (1) Pair Uniform Shoes
- (1) Black Uniform Belt
- (1) Black Tie w/Silver Clip
- (1) Hat Badge, Silver
- (1) Pair White Gloves
- (1) Funeral Badge Covering

Class B: Station Uniform

Nomex Pants, Navy Blue
Nomex Short Sleeve Shirt, Navy Blue, Embroidered Name &
FD on Lapel, Silver
Nomex Long Sleeve Shirt, Navy Blue, Embroidered Name &
FD on Lapel, Silver
(Department T-Shirts, Navy Blue
Department Job Shirt, Navy Blue, Embroidered Name &
FD on Lapel, Silver
Heavyweight Uniform Coat
District Badges (Firefighter or Officer), Silver
Uniform Belt
Pair Uniform Boots

Class C: Structural Firefighting Gear

- (1) Structural Firefighting Coat/Pants
- (1) Structural Firefighting Helmet
- (1) Structural Firefighting Gloves
- (1) Structural Firefighting Boots
- (1) Nomex Hood
- (1) 25' Nylon Strap w/Caribiner
- (2) Accountability Tags
- (1) Set Spare Gear

ARTICLE XXI

ACCESS TO THE BOARD OF FIRE COMMISSIONERS

Any employee covered by this Agreement, shall have the right to consult with the Board concerning any aspect of his employment. A request to do so shall be presented in writing to the Board. The request will contain a brief description of the matter which the employee desires to discuss. On receipt of the written report, the Board shall schedule a hearing at a mutually convenient time.

ARTICLE XXII

LIMITATIONS

The provisions of this Agreement are limited to and apply only to full time employees covered in Article I recognition clause. No other employee, whether full time or part time, is granted any rights of whatsoever nature under the provisions of this Agreement.

ARTICLE XXIII

PHYSICALS

Each employee shall be required to undergo a physical examination every year at the Board's expense and, subject to patient confidentiality, a copy of the physical report to be filed in the employee's Personal History File. If the employee is found incapable of performing his duties, a second physical examination shall be obtained from another physician. The Board shall review both examinations and take any action they claim necessary.

ARTICLE XXIV

FIREFIGHTER IN CHARGE

Each employee who is designated as Firefighter in Charge for one full day shall receive in addition to other remuneration entitled under this Agreement \$5.00 an hour for each hour spent as Firefighter in charge.

ARTICLE XXV

OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the District. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the District. However, the employee recognizes that his/her primary employment responsibility is to the Board. The employee will be available upon reasonable notice by the Board, to be called back to perform service on an emergency basis at hours other than during his/her normal tours of duty. Employees will advise the Board of the location, nature, and times of such outside employment so that the Commissioner may recall them back to work in the event of an emergency.

ARTICLE XXVI

PERSONAL DAYS

Employees covered under this Agreement shall be allotted five (5) days of personal business leave with the approval of the Board or designee. Such leave shall be noncumulative.

ARTICLE XXVII
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timelines argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. No grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

Step One: The Union shall institute written action under the provision hereof within ten (10) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chairman of the Board or his designee for the purpose of resolving the matter informally. The written grievance

at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chairman of the Board or his designee will answer the grievance in writing within five (5) work days of receipt of the written grievance.

Failure to act in writing within said five (5) work days shall be deemed to constitute a denial of the grievance.

Step Two: If the Union wishes to appeal the decision of the Chairman or his designee, such appeal shall be presented in writing to the Board of Fire Commissioners within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Fire Commissioners shall respond, in writing to the grievance within thirty (30) calendar days of the submission.

Step Three: Within thirty (30) calendar days, of the Commissioner's decision, the Union may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the employer of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the Arbitrator shall be binding upon the employer and the Union and the employee.

c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from any way the provisions of this Agreement or any amendment or supplement thereof.

f. Only one (1) grievance at a time may be submitted to a single arbitrator absent mutual consent.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next prescribed thereunder, the

disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE XXVIII
UNION DUES DEDUCTION

A. The Board shall deduct Union dues in accordance with state statutes, in the amount as directed by the Union and agreed to via written release from the individual weekly salary covering fifty-two (52) pay periods.

B. A check in the total amount as deducted, shall be issued payable to I.A.F.F. Local 3170 and presented to the authorized Union official on pay day.

C. The Union may revise from time to time, its dues structure and such will be adjusted by the employer, after receipt of written communication, signed by two (2) officers of the Local Union.

D. The Union's entitlement to regular union dues and representation fees shall continue beyond termination of this Agreement, so long as the Union maintains its status of "exclusive bargaining agent" and providing that no modification is made to this provision via a successor agreement.

E. The Union agrees to indemnify and save harmless the District in connection with any action the District may take on behalf of the Union under this provision. This shall include reasonable legal fees and losses due to expenses incurred.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the

amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Association shall be the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or employees requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

ARTICLE XXIX
TUITION REIMBURSEMENT

Tuition reimbursement will be provided to the employees. Such reimbursement for tuition for courses will be subject to:

- a. Prior approval of the Board of Fire Commissioners;
- b. The Board must be notified in a timely fashion prior to the semester at the request to take the course;
- c. The course must be relevant to the employee's employment.
- d. Proof of obtaining a "C" or better in the class;
- e. If the course is failed or is incomplete, the Board will be reimbursed in a payment plan to be worked out at that time.

ARTICLE XXX
FAMILY LEAVE ACT

The Board shall comply with the New Jersey Family Leave Act as provided by law for all employees. Additionally, whenever an employee is compelled to be absent from duty by reason of the birth of a child such employee shall be entitled to receive up to a total uninterrupted leave of five (5) working day in addition to any accumulated sick leave or personal leave. At the end of the five days, the employee may request an extension up to a maximum of an additional five (5) days which may be granted in the Board's discretion. At any other time, however, the employee must substitute in other paid leave days.

ARTICLE XXXI
IN SERVICE TRAINING

A. The costs of all Emergency Services training courses which are required for employees to maintain their minimum qualifications, certifications and/or licenses necessary to perform their regular duties shall be paid by the Board as approved by the Board.

1. Courses such as, but not limited to the following, shall be subject to the provisions of this section:

a. CPR recertification;

b. Fire Inspector/Fire Official continuing education courses;

2. Employees shall be given time off with pay from their regular duty shifts to complete any required training courses provided that the courses cannot be scheduled for days when the employee is not scheduled to work.

B. The Board may also authorize time off with pay from regular duty for any other training courses which are approved by the Board. The costs of said training courses may be paid by the Board in its sole discretion.

C. Employees shall not be required to come back from vacations or any other excused absences from work to participate in drills, training exercises or any other fire department training activities.

D. A certification incentive shall be paid the first pay period of January of each year for employees who obtain any or all of the following specified certifications or licenses:

- | | |
|----------------------------|----------|
| a. EMT or higher | \$200.00 |
| b. Fire Inspector | \$750.00 |
| c. Level 1 or 2 Instructor | \$200.00 |
| d. Hazmat Technician | \$200.00 |

To receive the incentive payments specified above, the employee must provide the Board with a valid certificate indicating course completion and a passing score or grade.

ARTICLE XXXII
PERSONNEL FILES

A. Upon written request and with reasonable notice, an employee shall be permitted to review and examine his personnel file in the presence of any appropriate representative of the Board. Requests from the employee for copies of documents in the file shall be honored within three work days.

B. If any material, derogatory or adverse to the employee is placed in his personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length to any derogatory or adverse memoranda or documents intended for inclusion in the personnel file. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Board in any disciplinary proceedings, grievance hearings, or evaluation report, shall be given to the employee upon request.

ARTICLE XXXIII
PENSION

All firefighters employed by the Board will be enrolled in and participate in the Police and Firemen's Retirement System (PFRS) of the State of New Jersey.

ARTICLE XXXIV
SENIORITY AND ANNIVERSARY DATE

The **Anniversary** date shall be January 1 of each year for sick time, vacation and personal days, longevity and pension calculations etc.

Seniority shall be calculated on the the date of hire of each employee. If more than one employee was hired on the same day, the actual start of employment date will be considered. If more than one employee starts employment on the same day, then the lower number of the last 4 digits of the Social Security numbers of the affected employees shall govern the determination of seniority.

ARTICLE XXXV

DISCIPLINE

1. The following offenses may lead to dismissal, suspension or reduction in rank at the option of the Board upon conviction of any of the following specified offenses:

- a. Intoxication or being under the influence of alcoholic beverages or controlled dangerous substances while on duty.
- b. Theft of Board property.
- c. Falsifying records.
- d. Gambling on the premises of the employer.
- e. Loss of driving privilege.
- f. Absence from premises without authorization.
- g. Insubordination, disobeying a direct order from the Commissioner in charge of employees or a direct order from a superior officer in charges of a fire or other emergency scene or response.
- h. Conviction of a crime.
- i. Conduct unbecoming or detrimental to good order and discipline of the fire service.
- j. Habitual absenteeism or tardiness.
- k. The conduct of a private business for personal gain while on-duty.

2. Employees shall not be subject to disciplinary proceedings without just cause, except as may be otherwise provided in this Agreement.

ARTICLE XXXVI

TRAVEL EXPENSES

Subject to approval by the Board, which shall not be unreasonably denied, employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Board, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented and/or a receipt must be submitted to the Board as a condition of reimbursement. This Article shall not apply to union conferences and shall apply to official duties only.

ARTICLE XXXVII

JOB POSTING

When the Board determines to create a new paid position, a notice will be posted, with a copy provided to the Association, advising of the nature of the position and qualifications therefore.

ARTICLE XXXVIII

BULLETIN BOARDS

A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters. Only material authorized by the signature of the Association Representative, President or Shop Steward shall be permitted to be posted on said bulletin board, and no defamatory or derogatory material shall be posted.

B. The Board may require the Association to remove, from the bulletin board any material that does not conform with the intent of the above provisions of this Article. Said material will be kept on file with the Association.

ARTICLE XXXIX
MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, on the effective date of the Agreement, which are not included in this Agreement and which do not contradict any express or implied term or provision of this Agreement, shall remain in full force unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

ARTICLE XL

JURY DUTY

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty as provided by law. The employee must be scheduled to work in order to receive administrative leave for jury duty.

ARTICLE XLI
PROMOTIONS

A. When the Board determines to create a promotional position(s), a notice will be posted with a copy provided to the Association, advising of the nature of the position and qualifications required therefore. All promotions will be made in accordance with appropriate laws and regulations.

B. All employees promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of promotion. During this probationary period, the Board reserves the right to demote the promoted employee back to the previous rank.

ARTICLE XLII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

ARTICLE XLIII
MISCELLANEOUS LEAVES

A. With the approval of the on duty supervisor, employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.

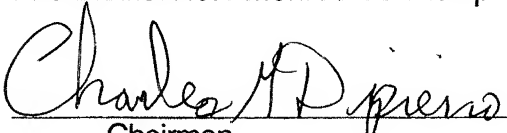
B. Employees will be permitted to attend Court, investigations and take medical examinations without loss of pay as directed by the Board or a Court of Law.


ARTICLE XLVI
DURATION, TERM AND RENEWAL

A. This Agreement shall be effective retroactive to March 1, 2006 and shall remain in full force and effect through December 31, 2009. It shall be automatically renewed from year to year thereafter on the first day of January in each succeeding year (to wit: January 1, 2007-December 31, 2007, January 1, 2008-December 31, 2008, January 1, 2009-December 31, 2009), unless and until either party shall notify the other, in writing, prior to October 1 of the year prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

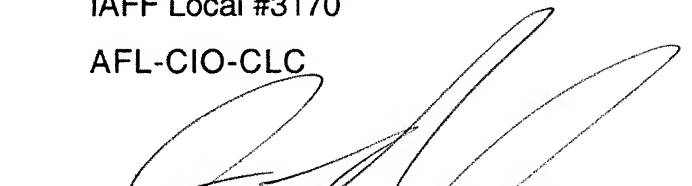
The Board of Fire Commissioners
Fire District No.1 Monroe Township


Chairman


Clerk

IAFF Local #3170

AFL-CIO-CLC


President


Secretary Scott Veltmann

